

### **REMARKS**

Applicant respectfully requests reconsideration of this application as amended. Claims 32-36 and 38 remain in the application. Claims 32, 35 and 38 have been amended. Claims 37 and 39-43 have been canceled. Claims 44-45 have been added.

#### ***Election/Restriction***

Applicants affirm the provisional election of claims 32-38. Applicants also hereby cancel claims 39-43 without prejudice.

#### ***Specification***

Claims 37 was objected to under 37 CFR 1.75(c) as being of improper dependent form for failing to further limit the subject matter of a previous claim. Claim 37 has been cancelled, but nonetheless, Applicants do not admit that claim 37 was improper under 37 CFR 1.75(c).

#### **Rejections Under 35 U.S.C. § 112**

Claims 32-39 were rejected under 35 USC 112, first paragraph, as failing to comply with the written description requirement. Specifically, the Office action states claims 32-39 lacks written description because it is unclear to one skilled in the art what code would be utilized to facilitate/determine an active or an inactive negotiation.

Applicants respectfully submit that during patent examination, the pending claims must be given their broadest reasonable interpretation consistent with the specification that those skilled in the art would reach. (See MPEP §2111.) Applicants further submit that one of ordinary skill in the arts of managing negotiations would understand from the specification and drawings that an active negotiation between two active participants is

defined as a state in which the active participants can actively exchange counteroffers there between. Further, during the inactive negotiations parties may submit competing offers that may be partially or wholly viewed by a party that is participating in the active negotiation. Active and inactive negotiations are described by example in the specification at least at page 14, lines 3-8; Figure 4, page 16, line 19 to page 18, line 4; Figure 5, page 23, lines 8-14; Figure 7A, page 24, line 21 to page 25, line 7; and Figure 7B.

Furthermore, the Office action states that the claims lack adequate written description because it is unclear to one of ordinary skill in the art how the facilitating would be accomplished. Applicants respectfully submit that during patent examination, the pending claims must be given their broadest reasonable interpretation consistent with the specification that those skilled in the art would reach. (See MPEP §2111.) Applicants further submit that one of ordinary skill in the art of managing negotiations would understand from specification and drawings the various manners how facilitating would be accomplished. For example, Figures 1, 12, and 13 and the related portions of the specification provides adequate support to describe the communications environment, including computer systems having a machine-readable medium, that may be used to facilitate the various elements of the invention. Furthermore, the Office action points out additional mechanisms well known to those of ordinary skill in the art that might also be used to facilitate the elements of the invention embodied in the machine-readable medium as claimed.

Accordingly, Applicants respectfully submit that claims 32, 35 and 38, as amended, satisfy the requirements of 35 USC §112, first paragraph, and respectfully

request the rejection to claims 32, 35 and 38 be withdrawn under 35 USC §112, first paragraph.

Claims 32-39 were rejected under 35 U.S.C. § 112, second paragraph, as being incomplete for omitting essential steps, such omission amounting to a gap between the steps. Applicants respectfully submit that claim 32, as amended, particularly points out and distinctly claims “one or more rules relevant to the multi-attribute offers,” which recite the triggering mechanism for automatically dropping the first active negotiation between the first party and the second party. Claims 33, 34, 35, as amended, 36, and 38, as amended, are dependent (directly or indirectly) on claim 32. Accordingly, Applicants respectfully request the rejection to claims 32-39 be withdrawn under 35 USC §112, second paragraph.

### ***Double Patenting***

Claim 35 was objected to under 37 CFR 1.75 as being a substantial duplicate of claim 1. Applicants respectfully submit that claim 35, as amended, overcomes the objection and therefore respectfully request the objection to claim 35 be withdrawn.

### ***Information Disclosure Statement***

In response to the Examiner’s request for “a legible copy of each U.S. and foreign patent; each publication or that portion which caused it to be listed; and all other information or that portion which caused it to be listed,” enclosed herewith please find legible copies of cited references previously filed May 16, 2003, in compliance with 37 CFR 1.98(a)(2). The Examiner failed to specify in particular which information or portion thereof was illegible, however, we are resending the PTO/SB08A Substitute for Form 1449A/PTO with cited references that were filed May 16, 2003.

***Lexicography***

The Office action states that if Applicant(s) wish to use lexicography and desire a claim limitation to have a meaning other than its ordinary and accustom meaning, the Examiner respectfully requests Applicant(s) in their next response to expressly indicate the claim limitation at issue and to show where in the specification or prosecution history the limitation is defined . . . Failure by Applicant(s) in their next response to address this issue or to be non-responsive to this issue entirely will be considered a desire by Applicant(s) to forgo lexicography in this application and to continue having the claims interpreted with their ordinary and accustom meaning and with their broadest reasonable interpretation.

Applicants respectfully submit that during patent examination, the pending claims must be given their broadest reasonable interpretation consistent with the specification that those skilled in the art would reach. (See MPEP §2111.) Applicants respectfully submit that the pending claims, read in light of the specification, reasonably apprise those skilled in the art both of the utilization and scope of the invention, and that the language is as precise as the subject matter permits, hence, the statute (35 U.S.C. 112, second paragraph) demands no more. (See MPEP §2173.05(a).) Accordingly, Applicants respectfully ask for this request to be withdrawn.

**Rejections Under 35 U.S.C. § 103(a)**

Claims 32-35 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,408,282 of Buist. Applicants do not admit that Buist is prior art and reserve the right to swear behind the reference at a later date. Nonetheless, Applicants

respectfully submit that Buist does not disclose or suggest each and every element as claimed.

Buist discloses a system and method that supports trading of securities over the Internet both on national exchanges and outside the national exchanges. The users are subscribers to a securities trading service offered over the Internet. Each subscriber to this service is simultaneously connected from his own computer to a first system which provides user-to-user trading capabilities and to a second system which is a broker/dealer system of his/her choices. Users can trade securities with other users of the system after national market trading hours. As part of this user-to-user trading, a user can accept a buy or sell offer at the terms offered or he can initiate a counteroffer and negotiate a trade. (See column 2 lines 62 – column 3 lines 29.)

However, Buist does not disclose or suggest sending a message to a third party requesting a final multi-attribute offer, upon receiving an indication of an acceptable negotiation, as recited in amended claim 32. Furthermore, Buist does not disclose or suggest that an acceptance by a negotiating party may indicate that the third party has one last chance to submit a final multi-attribute offer. This concept is described in the specification at least at page 28, line 22 to page 29, line 3.

Accordingly, Applicants respectfully submit that Buist does not disclose or suggest each and every element of claim 32, as amended. Therefore, Applicants respectfully request the rejection to claim 32 be withdrawn. Claims 33-35 are dependent (directly or indirectly) on claim 32. Therefore, Applicants respectfully request the rejection to claims 33-35 be withdrawn at least for the reasons stated above.

Claims 32-39 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,085,178 of Bigus ("Bigus"). Applicants respectfully submit that Bigus does not disclose or suggest each and every element of claim 32, as amended.

Bigus discloses various manners of disguising confidential information in an intelligent agent from third parties. Intelligent agents are computer programs which have been delegated a degree of autonomy but which are limited to operating within constraints defined by their client (which may be, for example, another agent; a computer program, application or system; or an individual interacting with the agent through a computer). A subset of such agents which are capable of being passed between and operating in different applications or computer systems are referred to as mobile agents. (See column 4 lines 45-57.) Bigus further describes how these agents might be used in negotiations and might be dispatched with a desired transaction or transactions which the client wishes to complete (including information such as desired quantity, description of goods/services to be sold/purchased, etc.), as well as any other constraints placed upon the agent by the manager (e.g., the number of negotiation iterations to process, a maximum or minimum limit on the amount to offer, etc.). (See column 11 lines 27-41.) Bigus further discloses the last and current prices offered by the other party to the negotiation are stored in a pair of registers 220, 222 and conditioned by filters 206 and 208, which in this embodiment are implemented using neural networks. In addition, the last offer generated by the agent is stored in a register 224 and conditioned by filter 210, also implemented as a neural network. (See column 14 lines 11-16.)

However, Bigus does not disclose or suggest sending a message to a third party requesting a final multi-attribute offer, upon receiving an indication of an acceptable negotiation, as recited in amended claim 32. The last offer disclosed in Bigus is simply

the last price received by the agent from another party. Furthermore, Bigus does not disclose or suggest that an acceptance by a negotiating party may indicate that the third party has one last chance to submit a final multi-attribute offer. This concept is described in the specification at least at page 28, line 22 to page 29, line 3.

Accordingly, Applicants respectfully submit that Bigus does not disclose or suggest each and every element of claim 32, as amended. Therefore, Applicants respectfully request the rejection to claim 32 be withdrawn. Claims 33-36 and 38 are dependent (directly or indirectly) on claim 32. Therefore, Applicants respectfully request the rejection to claims 33-36 and 38 be withdrawn at least for the reasons stated above.

### **CONCLUSION**

Applicants respectfully submit that the rejections have been overcome by the amendments and remarks, and that the claims as amended are now in condition for allowance. Accordingly, Applicant respectfully requests the rejections be withdrawn and the claims, as amended, be allowed.

If there are any additional charges, please charge Deposit Account No. 02-2666  
for any fee deficiency that may be due.

Respectfully submitted,

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Date: January 22, 2004



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